

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
KENNETH FREDERICKS,

Plaintiff,

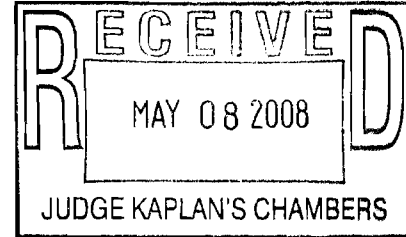
-against-

THE CITY OF NEW YORK, CORPORATION  
COUNSEL, MICHAEL A. CARDOZO, NEW YORK  
CITY POLICE DEPARTMENT, P.O. TIMOTHY  
ROGERS, PRINCE WILLIAMS, SGT JORGE  
ENCARNACION and OTHERS,

Defendants.  
-----X

**STIPULATION AND  
ORDER OF  
SETTLEMENT AND  
DISMISSAL**

07 Civ. 3659 (LAK)(JCF)



**WHEREAS**, plaintiff commenced this action by filing a complaint on or about March 29, 2007, alleging that defendants City of New York, Corporation Counsel, Michael A. Cardozo, the New York City Police Department and Police Officers Rogers, Williams and Encarnacion ("defendants") violated plaintiff's federal civil and state common law rights; and

**WHEREAS**, defendants have denied any and all liability arising out of plaintiff's allegations; and

**WHEREAS**, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. The City of New York hereby agrees to pay plaintiff the sum of Two Thousand (\$2,000) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants, any present or former employees and agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action that were or could have been alleged by plaintiff arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney fees.

3. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph 2 above and an Affidavit of No Liens.

4. Nothing contained herein shall be deemed to be an admission by defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject

matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York

---

KENNETH FREDERICKS  
Plaintiff *Pro Se*  
2575 Jerome Avenue, Apartment 2H  
Bronx, New York 10468

MICHAEL A. CARDOZO  
Corporation Counsel of the  
City of New York  
Attorney for Defendants  
100 Church Street  
New York, New York 10007  
(212) 788-0906


By:

  
KENNETH FREDERICKS  
Plaintiff *Pro Se*

By:

  
SHAWN FABIAN (SF4606)  
Assistant Corporation Counsel

SO ORDERED:

  
\_\_\_\_\_  
U.S.D.J.

5/8/08